

April 24, 2013

BY ELECTRONIC MAIL

NathanNYSDChambers@nysd.uscourts.gov

The Honorable Alison L. Nathan
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

**Re: Allende, et al. v. PS Brothers Gourmet, Inc. d/b/a Indus Valley, et al.
11 Civ. 5427 (AJN)(KNF)**

Dear Judge Nathan:

Plaintiffs and defendants PS Brothers Gourmet Inc., Phuman Singh, and Lakhvir Singh submit herewith a proposed settlement agreement as ordered by the Court on April 12, 2012. Said parties have agreed to the terms therein.

On information and belief, defendant Harjeet Singh a.k.a. "Bobby" has left the country indefinitely. Upon the Court's approval of the settlement agreement, plaintiffs will stipulate to dismissal of the action with prejudice, including against defendant Harjeet Singh. The claims against Neeraj Malhotra a.k.a. "Neeraj" were previously dismissed on partial summary judgment.

Thank you for your attention to this matter.

Respectfully submitted,



Jane Chung
GLADSTEIN, REIF & MEGINNISS, LLP
817 Broadway, 6th Floor
New York, NY 10003
Attorneys for Plaintiffs



Phuman Singh
42-29 Gleane Street
Elmhurst, NY 11373
Defendant



PS Brothers Gourmet, Inc.
c/o Indus Valley
2636 Broadway
By: Phuman Singh, President
Defendant



Lakhvir Singh
42-29 Gleane Street
Elmhurst, NY 11373
Defendant



PS Brothers Gourmet, Inc.
c/o Indus Valley
2636 Broadway
By: Lakhvir Singh, Vice President
Defendant

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
**FLORENTINO ALLENDE, ANTONIO JUAREZ,
SILVANO CABELLERO, ELEUTERIO CALIXTO,
JAVIER DE JESUS, SALVADOR DE JESUS,
ALEJANDRINO DIAZ, WENCESLAO DIAZ,
ADELAIDO GALEANA, RUFINO DE JESUS,
NICOLAS GALEANA, and OCTAVIO JUAREZ,**

Plaintiffs,

ECF CASE

- versus -

Case No. 11 CIV. 5427 (AJN)(KNF)

**PS BROTHERS GOURMET, INC. D/B/A
INDUS VALLEY, PHUMAN SINGH,
LAKHVIR SINGH a.k.a. "BILLA,"
NARESH MALHOTRA a.k.a. "NEERAJ," and
HARJEET SINGH a.k.a. "BOBBY,"**

Defendants.

-----X

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the "Agreement") is entered into by and between Defendant Phuman Singh; Defendant Lakhvir Singh a.k.a. "Billa," Defendant PS Brothers Gourmet, Inc. (together with Phuman Singh and Lakhvir Singh, the "Settlement Defendants"); Gladstein, Reif & Meginniss, LLP and attorneys associated with said firm ("Plaintiffs' Attorneys"); and all Plaintiffs listed in the caption above, and on behalf of their respective agents, heirs, executors, administrators, successors, and/or assigns ("Plaintiffs" and, together with the Settlement Defendants and Plaintiffs' Attorneys, the "Parties").

WHEREAS, on or about August 4, 2011, Plaintiffs filed the civil action captioned above (the "Action");

WHEREAS, Plaintiffs' Attorneys have asserted on their own behalf a right to apply for and recover statutory attorney's fees payable by Defendants; and

WHEREAS, the Parties have reached a settlement of all differences between them including all potential counterclaims;

NOW, THEREFORE, in consideration of the covenants contained herein, the Parties agree as follows:

1. Payments to Plaintiffs. Subject to the fulfillment of any and all conditions in paragraphs two through nine below, the Settlement Defendants shall pay the sum of Two Hundred and Seventy-Six Thousand Dollars (\$276,000.00) to Plaintiffs and their attorneys, as follows: The Settlement Defendants shall make a total of six (6) payments of Forty-Six Thousand Dollars (\$46,000.00), one (1) payment on or before each of June 3, 2013, September 2, 2013, December 2, 2013, March 3, 2014, June 2, 2014, and September 1, 2014. The Settlement Defendants shall make said payments by making and delivering, either by hand-delivery or by overnight mail, certified check(s) payable to "Gladstein, Reif & Meginniss LLP Attorney Escrow Account IOLA" to Plaintiffs' Attorneys at Gladstein, Reif & Meginniss, LLP, 817 Broadway, 6th Floor, New York, New York 10003.

There shall be no withholding from any of the aforementioned checks. It is understood and agreed that, of the foregoing Two Hundred Seventy-Six Thousand Dollars (\$276,000.00), half of each amount paid to each Plaintiff is in settlement of said Plaintiffs' claims for liquidated damages. It is understood and agreed that, of the foregoing Two Hundred Seventy-Six thousand dollars (\$276,000.00), a certain sum is payable to Gladstein, Reif & Meginniss, LLP in settlement of said firm's claims for statutory attorney's fees and costs. Plaintiffs' Attorneys will be solely responsible for the payment of any federal, state and/or local taxes which may be due from them on any monies received by them from or on behalf of Defendants under this Agreement.

Defendants Phuman Singh, Lakhvir Singh and PS Brothers Gourmet, Inc. are jointly and severally responsible for the timely performance of any and all obligations upon any of them arising from this Agreement, and are jointly and severally liable for the breach of any and all obligations upon them or any of them arising from this Agreement. In the event Plaintiffs incur any attorney's fees and/or costs in connection with the enforcement of this Agreement, the Settlement Defendants shall pay to Plaintiffs, by certified check, a sum equal to the amount of all fees and costs thereby incurred.

2. Affidavits of Confession of Judgment. The timely and full payment of the foregoing amounts by the Settlement Defendants shall be secured by an Affidavit of Confession of Judgment by each of them (in the form annexed hereto as Exhibit A) in favor of Plaintiffs, in the amount of Three Hundred Seventy-Six Thousand Dollars (\$376,000.00), less any portion(s) of the total Settlement Amount actually paid to Plaintiffs and Plaintiffs' Attorneys. The executed Affidavits of Confession of Judgment will be held in escrow by Gladstein, Reif & Meginniss, LLP. In the event any payment is not made in full when due pursuant to Paragraph 1 above (a "Missed Payment"), Plaintiffs shall provide written notice of such Missed Payment at the addresses provided in the applicable Affidavit of Confession of Judgment. The Settlement Defendants shall have seven (7) business days after the mailing of such notice to cure the Missed Payment. If Plaintiffs do not receive the Missed Payment within the additional seven (7) business days, Plaintiffs may, without further notice, file the Affidavits of Confession of Judgment, obtain judgment thereon and execute on said judgment.

3. Mutual General Release. Based upon the promises contained herein, Plaintiffs hereby release the Settlement Defendants, and the Settlement Defendants release Plaintiffs, from any and all claims (including, but not limited to, claims for attorneys' fees)

arising out of or in any way connected with Plaintiffs' employment by the Settlement Defendants or any other claim to the date Plaintiffs sign this Agreement. No claims are reserved by any Party. Each Plaintiff and each Settlement Defendant shall bear his/its own costs and attorneys' fees in the Action with respect to all claims, except as otherwise set forth herein.

4. Waiver in Exchange for Valuable Consideration. Each Party understands and agrees that he is waiving rights herein in exchange for valuable consideration to which he is not otherwise entitled.

5. Complete Agreement. Other than as set forth herein, each Party warrants that no promise or inducement has been offered for this Agreement. The Parties agree that this Agreement sets forth the entire Agreement between them and supersedes any other written or oral understandings. No other promises or agreements shall be binding unless reduced to writing and signed by the Parties.

6. Severability. The Parties agree that if any provision of this Agreement is held invalid for any reason by a court or other tribunal of competent jurisdiction, the remaining provisions shall continue to be in full force and effect. In the event that any provision of this Agreement has been breached, waiver of said breach by the non-breaching Party does not constitute a waiver of any other breach of this Agreement.

8. Authorization. The person executing this Agreement on behalf of PS Brothers Gourmet, Inc. represents and warrants that he is fully empowered and authorized to execute this Agreement for and on behalf of said corporation. The person executing this Agreement on behalf of Gladstein, Reif & Meginniss, LLP represents and warrants that he is fully empowered and authorized to execute this Agreement for and on behalf of said firm. The

person executing this Agreement on behalf of all Plaintiffs represents and warrants that he is fully empowered and authorized to execute this Agreement for and on behalf of said Parties.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which for all purposes shall be deemed to be original and all of which taken together shall constitute one and the same instrument. True and correct copies (including facsimiles) of signed counterparts may be used in place of originals for any purpose.

WHEREFORE, each signatory hereto affirms that he has read this Settlement Agreement and General Release and understands this Agreement, that he has had the opportunity to negotiate its terms through counsel, and that he is hereby being advised in writing to consult with an attorney concerning this Agreement. Each Party affirms that he/it has entered into this Agreement voluntarily and with full knowledge of its significance and was not subjected to any undue influence in agreeing to its terms. Each Party acknowledges that the initiation of any action to invalidate this Agreement shall constitute a **MATERIAL BREACH** of this Agreement, and that the Party defending such an action will have the right to bring a counterclaim against the party initiating such an action, and that the defending party, if it prevails, shall recover from the initiating party all damages, costs, expenses, attorneys' fees, and disbursements incurred as a result of such an action.

PLEASE READ AND CONSIDER THIS AGREEMENT CAREFULLY BEFORE EXECUTING. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Phuman Singh
Phuman Singh

State of New York
County of New York

The foregoing instrument was acknowledged
by Phuman Singh before me
this 24th day of April, 2013

Lee F. Bantle
Notary Public

Lakhvir Singh
Lakhvir Singh

State of New York
County of New York

The foregoing instrument was acknowledged
by Lakhvir Singh before me
this 24th day of April, 2013

Lee F. Bantle
Notary Public

LEE F BANTLE
Notary Public, State of New York
No. 02BA4918353
Qualified in Kings County
Commission Expires 4/05/14

LEE F BANTLE
Notary Public, State of New York
No. 02BA4918353
Qualified in Kings County
Commission Expires 4/05/14

PLEASE READ AND CONSIDER THIS AGREEMENT CAREFULLY BEFORE EXECUTING. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

PS BROTHERS GOURMET, INC.

By: Phuman Singh
Phuman Singh

State of New York
County of New York

The foregoing instrument was acknowledged
by Phuman Singh before me
this 24th day of New York, 2013

Lee F. Bantle
Notary Public

LEE F BANTLE
Notary Public, State of New York
No. 02BA4918353
Qualified in Kings County
Commission Expires 4/05/14

PS BROTHERS GOURMET, INC.

By: Lakhvir Singh
Lakhvir Singh

The foregoing instrument was acknowledged
by Lakhvir Singh before me
this 24th day of New York, 2013

Lee F. Bantle
Notary Public

LEE F BANTLE
Notary Public, State of New York
No. 02BA4918353
Qualified in Kings County
Commission Expires 4/05/14

GLADSTEIN, REIF & MEGINNISS, LLP

By: William Massey
William S. Massey

State of New York
County of New York

The foregoing instrument was acknowledged
by William S. Massey, Esq. before me
this 24th day of April, 2013

Lee F. Bantle
Notary Public

FOR ALL PLAINTIFFS:

By: William Massey
William S. Massey

State of New York
County of New York

The foregoing instrument was acknowledged
by William S. Massey, Esq. before me
this 24th day of April, 2013

Lee F. Bantle
Notary Public

LEE F BANTLE
Notary Public, State of New York
No. 02BA4918353

Qualified in Kings County
Commission Expires 4/05/14

LEE F BANTLE
Notary Public, State of New York
No. 02BA4918353

Qualified in Kings County
Commission Expires 4/05/14

EXHIBIT A

AFFIDAVIT OF CONFESSION OF JUDGMENT

State of New York
County of _____

[Phuman][Lakhvir] Singh, being duly sworn, deposes and says:

1. [Phuman][Lakhvir] Singh resides at _____, _____, New York _____.

(number) (street)

(apartment number, if any) (borough or town) (zip code)

He is the [President][Vice President] of PS Brothers Gourmet, Inc. and is authorized to execute this Affidavit on behalf of said corporation.

2. The corporate address of PS Brothers Gourmet, Inc. is 2636 Broadway, New York, New York 10025.

3. On behalf of myself and PS Brothers Gourmet, Inc., we confess judgment in favor of all Plaintiffs and against us jointly and severally for the sum of Three Hundred and Seventy-Six Thousand Dollars (\$376,000.00), less the sum of any portion paid by us to them and their attorneys in connection with a Settlement Agreement and General Release executed by the parties in April 2013, a copy of which is attached hereto. We also authorize all Plaintiffs to enter judgment against us jointly and severally in this amount in the United States District Court for the Southern District of New York or the Supreme Court of the State of New York, New York County.

4. This confession of judgment is for a debt due to all Plaintiffs arising from the following facts: Plaintiffs were employed at a restaurant known as Indus Valley which is owned by PS Brothers Gourmet, Inc. Said corporate defendant is owned and/or operated by Phuman

Singh and Lakhvir Singh. During certain periods of their respective employments at the restaurant, each Plaintiff was not paid some of the wages, including but not limited to overtime compensation, to which he was entitled, in violation of New York and United States law.

By:

Date: _____

[Phuman][Lakhvir] Singh

Date: _____

PS Brothers Gourmet, Inc.,
by [Phuman][Lakhvir] Singh

Sworn to before me
this _____ day of April, 2013

Notary Public